



FILED VIA U.S. MAIL

PATENT APPLICATION
Docket No. 15991.3.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:)
)
Maile, et al.)
)
Serial No.: 10/767,549) Art Unit
) 3673
Filed: January 29, 2004)
)
For: SOIL BINDING AND REVEGETATION)
COMPOSITIONS AND METHODS OF)
MAKING AND USING SUCH COMPOSITIONS)
)
Examiner: Lisa M. Saldano)
)
Customer No.: 02913)

TERMINAL DISCLAIMER

Assistant Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

Madam:

Declarant, John M. Guynn, represents that he is the Attorney of Record for SEQUOIA PACIFIC RESEARCH COMPANY, LLC, a limited liability company of the State of Utah, having a principal place of business at 1192 East Draper Parkway, Suite 522, Draper, Utah 84020, and that he is authorized to make this Declaration and execute this Terminal Disclaimer on behalf of SEQUOIA PACIFIC RESEARCH COMPANY, LLC ("Assignee"). Declarant further represents that SEQUOIA PACIFIC RESEARCH COMPANY, LLC. is the assignee of the entire interest, as shown by the Assignment recorded at reel 014948, frame 0296, in the records of the U.S. Patent and Trademark Office, of the above-identified application, and also of

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copending U.S. application Serial No. 10/767,320, filed January 29, 2004, as shown by the recorded assignment at reel 014947, frame 0357, and copending U.S. application Serial No. 10/723,999, as shown by the recorded assignment at reel 15124, frame 39. Declarant hereby further certifies that the Assignments have been reviewed by him, and to the best of the Declarant's knowledge and belief, title is in the Assignee seeking to take action.

The Assignee hereby disclaims the terminal part of any patent granted on the above-identified application which would extend beyond the expiration date of the full statutory term of any patents granted on U.S. applications Serial Nos. 10/767,320 and 10/723,999, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to any patents granted on U.S. application Serial Nos. 10/767,320 and 10/723,999, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

The Assignee does not disclaim any terminal part of any patent granted on the above-identified application that would extend beyond the term of any patents granted on said U.S. applications Serial Nos. 10/767,320 and 10/723,999, in the event that any of said patents granted on U.S. applications Serial Nos. 10/767,320 and 10/723,999 later: (a) expire for failure to pay a maintenance fee, are held unenforceable, are found invalid, or are statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a); (b) have all claims cancelled by a reexamination certificate; or (c) are otherwise terminated prior to the expiration of their statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Declarant further declares that all statements made herein of Declarant's own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or any patent issuing thereon.

DATED this 11th day of March 2005.

Sequoia Pacific Research Company, LLC

By:



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